

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 04-200

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

Chlorine System Modification Equipment for Lincoln Water Systems

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 28, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov Prospective bidders must monitor the bid listing for any addendums.

COMPANY NAME _____

**BID PROPOSAL FOR CHLORINE SYSTEM MODIFICATION EQUIPMENT
SPECIFICATION NO. 04-200**

**BID OPENING TIME: 12:00 NOON, Wednesday
DATE: July 28, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BID SCHEDULE

ITEM	ITEM DESCRIPTION	QTY	UNIT Price	TOTAL Price
1.	Chlorine ton container mounted actuators as per specs. Mfg. _____ Model _____	<u>8</u>	\$ _____	\$ _____
2.	Remote control wall-mounted control panel to control two banks of four container valves as per specs. Mfg. _____ Model _____	<u>1</u>	\$ _____	\$ _____
3.	Individual 1-ton electronic load cell chlorine scales Mfg. _____ Model _____	<u>8</u>	\$ _____	\$ _____
4.	Electronic digital display to display 4 scales Mfg. _____ Model _____	<u>2</u>	\$ _____	\$ _____
5.	1" threaded liquid chlorine ball valve w/electric actuator. Mfg. _____ Model _____	<u>2</u>	\$ _____	\$ _____

Sales tax of 5.5% to be included in above prices.

Freight shall be included in above prices.

BID SECURITY REQUIRED? ___No X Yes (5% of Bid)

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-

compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:" SEALED BID FOR SPEC. 04-200"**

<hr/>		<hr/>		
Company Name		By (signature)		
<hr/>		<hr/>		
Street Address or PO Box		Print Name		
<hr/>		<hr/>		
City, State, ZIP		Date		
<hr/>		<hr/>		
Federal ID Number or Social Security				
<hr/>		<hr/>		
Telephone #	Fax #	E-Mail	Delv Days	Payment Terms

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

Scope: The City of Lincoln, Nebraska is seeking bids for Chlorine System Modification Equipment.

1.0 Supplemental Instructions

- 1.1 Bidder shall quote net costs of all goods and services requested and all bids shall include all transportation to destination and inside delivery.
- 1.2 Bids will be publicly opened and read aloud at the time indicated on the Notice to Bidders.
 - 1.2.1 The bidders and the public are invited but not required to attend the formal opening of bids.
 - 1.2.2 No decisions relating to the award of a contract will be made at the opening.
- 1.3 Evaluation Criteria will be based on the following.
 - 1.3.1 Price: Lowest and best price for base equipment and availability of service, will be considered in evaluating bid.
 - 1.3.1.1 Optional components will not be part of the evaluation.
 - 1.3.2 References and Experience.
 - 1.3.2.1 Consideration will be given to the length of time the company has been in operation, providing similar equipment and services; past performance history, references, and qualifications of technicians.
 - 1.3.2.2 The successful bidder shall employ service technicians with demonstrated qualifications and training to industry standards for technical support.
 - 1.3.3 Inventory/Warehouse availability for equipment and parts.
 - 1.3.3.1 The bidder shall state the availability of inventory and warehousing and the retail location.
 - 1.3.3.2 The City reserves the right to inspect the bidder's facilities as part of the evaluation for award.
 - 1.3.4 The City desires a minimum one-year warranty on all equipment, unless otherwise noted.
- 1.4 Qualifications of Bidders.
 - 1.4.1 The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request.
 - 1.4.2 The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work .

2.0 Specifications

- 2.1 The enclosed specifications are not intended to discourage any Vendor from bidding a compatible make or model.
- 2.2 The model(s) listed are used as examples, intended solely to indicate the size, type and class of equipment desired.
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed.
- 2.5 The intent of the specifications is to provide a foundation for open, competitive bidding of commodities or services that will meet the City of Lincoln's (City)'s needs.
- 2.6 The use of brand names, models, etc. serves to establish the design, performance or level of quality needed and not intended to restrict competition.
 - 2.6.1 Vendor is required to list any exception to the bid.
 - 2.6.2 Very minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the specifications.
 - 2.6.3 Material variances, however, may render the Vendor non-responsive and ineligible for award.

- 2.6.4 Items that are equal in design, performance or quality will be considered.
- 2.6.5 The right to evaluate specification compliance and equivalency is reserved by the City.
- 2.6.6 The City will not accept equipment at the time of delivery that does not meet these specifications and any deviations that were accepted by the City as listed in the bid.
- 2.7 When the specifications call for equipment or supplies, Vendor must identify by brand name or description the equipment or supplies bid.
 - 2.7.1 Words such as "meets specs, per specs, comply, etc." are not acceptable bid responses and may result in the Vendor's bid being deemed non-responsive.
- 3.0 Technical Specifications
 - 3.1 **Chlorine ton container mounted actuators**
 - 3.1.1 Microprocessor based and have an electric motor that rotates the valve stem toward open or closed position.
 - 3.1.1.1 The motor, gears and controls are assembled as one unit.
 - 3.1.2 The actuator enclosure shall be polycarbonate and designed to meet NEMA 4X rating.
 - 3.1.2 Hardware shall be non-corrosive
 - 3.1.3 The actuator shall be controlled by the remote control panel, as the process requires and powered from the 24 VDC battery supply.
 - 3.1.4 Each actuator shall include a 30' signal cable with connector to easily detach the cable from the actuator.
 - 3.1.4.1 The connector assembly shall be corrosion resistant and sealed to prevent corrosive gases from entering the enclosure.
 - 3.1.5 Each container-mounted actuator shall be microprocessor based.
 - 3.1.6 Each actuator shall have mounting hardware to facilitate mounting to the liquid valve of the container without contacting any discharge hardware or dispensers.
 - 3.1.6.1 Attachment to the discharge hardware may permit or promote leaks in gaskets and is not acceptable.
 - 3.1.6.2 The hardware shall permit the operator to install or remove the actuator quickly and without the need for tools or wrenches.
 - 3.1.7 Each actuator shall have an integral keypad with sealed pushbutton switches to support opening or closing the valve while standing at the cylinder.
 - 3.1.7.1 The keypad will also permit alignment and acknowledge any alarms.
 - 3.1.8 A contact closure on the close input will cause the actuator to close the valve entirely.
 - 3.1.8.1 The same reaction will occur if the integral close pushbutton is depressed.
 - 3.1.9 A contact closure on the open input will cause the actuator to open while the contact is closed.
 - 3.1.9.1 The same reaction will occur if the integral open pushbutton is depressed.
 - 3.1.9.2 Local or remote intermittent contact closures will allow partial opening.
 - 3.1.9.3 The contact closure must be maintained for two seconds to provide full opening.
 - 3.1.10 The open function can be programmed to open to 90,180,270, or 360 degrees.
 - 3.1.11 Each actuator shall include an integral input/output card to accept three input signals and send four output signals.
 - 3.1.11.1 Input signals shall be to remotely open and close and for a latching closed signal should the remote leak detector or panic button be activated.
 - 3.1.11.2 Output signals shall represent valve open, valve closed, failure or leak.
 - 3.1.12 Furnish ROBO-CONTROL Model 2000C-83510 or approved equal.
 - 3.2 **Remote control panel**
 - 3.2.1 Wall-mounted control panel to control two banks of four container valves, a total of eight actuators.
 - 3.2.2 The enclosure shall be fiberglass or polycarbonate and designed to meet a NEMA 4X rating.
 - 3.2.2.1 Doors shall be attached with a heavy duty stainless steel continuous hinge and sealed with stainless steel screws and latches.

- 3.2.2.2 Enclosure accessories shall include data pocket, hasp and staple for padlocking and oil resistant gasket for positive seal.
- 3.2.3 The enclosure shall house terminals to connect to each actuator, terminals for power supply, and terminals for remote control inputs from leak detectors or panic buttons.
 - 3.2.3.1 The remote leak detector signal shall latch-close all actuators.
- 3.2.4 The enclosure shall also include batteries, dual battery charger, isolation relay, power light, panic button, and terminals for connection to the SCADA PLC or in plant computer.
- 3.2.5 The batteries and automatic battery charger shall be designed to operate eight actuators simultaneously and maintain operation of the actuators for a period of four hours in the event of power failure.
- 3.2.6 All wire and terminals shall have a minimum voltage rating of 300 volts.
 - 3.2.6.1 Wires should be routed in plastic channels with covers to provide a clean and uncluttered appearance.
- 3.2.7 Terminals shall be provided for field connection of actuators and incoming 120 VAC power, and 7 signals per actuator from city's PLC.
 - 3.2.7.1 Furnish 10% spares.
- 3.2.8 The enclosure shall include two Hand-Off-Auto switches to enable independent remote control of each bank of four containers.
- 3.2.9 The enclosure shall be furnished with an 8"x6" unused space for city's installation of PLC.
- 3.2.10 The Remote Control Panel shall be ROBO-CONTROL Model RCP008XL10 or approved equal.
- 3.3 **Individual 1-ton electronic load cell chlorine scales**
 - 3.3.1 Ability to monitor chlorine ton container and sulfur dioxide ton containers.
 - 3.3.2 Frame of heavy-duty Grade ASTM A36 steel and costed with a 2-party epoxy finish.
 - 3.3.3 Zinc plated steel roller trunnions for easy rotation.
 - 3.3.4 Single load cell design.
 - 3.3.5 Ability to distribute the majority of impact during tank loading to steel hinges instead of the load cell.
 - 3.3.6 Pre-calibrated with no pit or special installation personnel required.
 - 3.3.7 Cable to be a minimum of 20 foot long.
 - 3.3.8 Chlor-Scale Model DR40 or equal.
- 3.4 **Electronic digital display**
 - 3.4.1 Indicator shall carry CE marking and shall be housed in a NEMA 4X, UL approved enclosure.
 - 3.4.2 Indicator shall have a 20 key digital keypad and ability to display 2 scales at a time on a backlit alphanumeric display.
 - 3.4.2.1 When more than 2 scales are being monitored, display shall automatically scan all scales in the system.
 - 3.4.2.2 Indicator shall have adjustable 4-20mAs signals that output net weight and chemical feed rate for each scale.
 - 3.4.2.3 Indicator shall display an alarm in any of the following conditions: Low level, high level, low feed rate, high feed rate, max. daily use, min daily use, supply exhausted and load cell failure.
 - 3.4.2.3.1 An alarm log shall store the most recent 10 alarm conditions with time and date of occurrence.
 - 3.4.3 Keypad and Menu items shall have independent password protection to prevent unauthorized operation.
 - 3.4.4 Both a numerical and a bar graph display shall give operator the ability to monitor chemical by weight, volume or percent full.
 - 3.4.5 Each channel shall have a user selectable, two digit scale ID number and shall display net remaining, pure chemical remaining, feed rate, daily usage, total amount used, days until empty, gross weight and tare weight
 - 3.4.6 A tank load key shall pause and project usage accumulation during chemical re-supply

- to maintain accurate usage data over multiple tank loads.
- 3.4.7 A data log shall store the Daily Usage for each of the previous 31 days.
- 3.4.8 Indicator re-calibration in the field shall be accomplished through the keypad and shall not require the use of dead weights.
- 3.4.9 Scale shall carry a full five (5) year factory warranty.
- 3.4.10 Wizard 4000-1 digital display or equal.
- 3.5 **1" threaded liquid chlorine ball valve with electric actuator.**
 - 3.5.1 Ball valve rated for up to 2,000 p.s.i.
 - 3.5.2 Carbon Steel body and body cap with Monel Valve Stem, Valve seat material to be extreme PTFE, body seat to be graphite, and stem seal to TFM with extreme seats.
 - 3.5.2.1 Jamesbury eliminator valve number 19FBC2271XT.
 - 3.5.2.2 Jamesbury DN 6-25 or equal
 - 3.5.3 Jamesbury actuators support the above valve.
 - 3.5.3.1 Supports up to 200 lbs. Load in any director without causing actuator misalignment.
 - 3.5.3.2 Actuator must be reversible, weatherproof, and electric with 25 ft/lb torque output, voltage 115 VAC, male square driver with two open and two closed limit switches.
 - 3.5.3.3 Jamesbury actuator number ER2501ML2 or equal.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.